

**IN THE CHANCERY COURT FOR ANDERSON COUNTY, TENNESSEE**

COVENANT LIFE INTERNATIONAL,  
INC,

Plaintiff,

v.

CITY OF NORRIS, TENNESSEE, and

LISA CRUMPLY, in her official capacity as  
the Norris Building Inspector and in her  
individual capacity,

Defendant.

CASE NO. **23CHS304**

**FILED**

AUG 18 2023 **Bw**

**9:05** O'CLOCK **AM**  
HAROLD P. COUSINS, JR.  
Clerk & Master

**VERIFIED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF**

Plaintiff, Covenant Life International, Inc., for its Complaint against the City of Norris, Tennessee, and Lisa Crumpley in her official and individual capacities, would show the Court as follows:

**PARTIES**

1. Covenant Life International, Inc. ("Covenant Life Church" or the "Church") is a non-profit organization operating as Covenant Life Church. Covenant Life Church has its principal house of worship at 151 Sycamore Place, Clinton, TN 37828.

2. The City of Norris, Tennessee, is a municipal government existing under the laws and Constitution of the State of Tennessee. The City of Norris may be served with process on its chief executive officer, Charles A. Ledford, at 20 Chestnut Drive, Norris, TN 37828, or wherever he may be found.

3. Lisa Crumply is the City of Norris Building Official. Ms. Crumply is sued in her individual capacity and in her individual capacity. Ms. Crumply may be served at 20 Chestnut Drive, Norris, TN 37828, or wherever she may be found.

### **JURISDICTION AND VENUE**

4. This Court has jurisdiction over the subject matter of this action pursuant to Tenn. Code Ann. §§ 16-11-101—102, 29-14-101, *et seq.*, and 42 U.S.C. § 1983.

5. Venue is proper in this Court because all the events giving rise to this action occurred in Anderson County, Tennessee.

### **INTRODUCTION**

6. Covenant Life Church seeks damages, declaratory, and injunctive relief against the Defendants in connection with the unlawful and unconstitutional threat to terminate water service to the Church's property located at 151 Sycamore Place in Norris, Tennessee.

7. On August 11, 2023, the City of Norris Building Inspector, Lisa Crumply, mailed a letter threatening to terminate water service to the Church property in 7 days unless the Church discontinued *using a water hose to provide individuals on the Church property with water from a water spigot on the Church building*. A copy of the letter is attached to the Complaint as

#### **Exhibit A**

8. Covenant Life Church requests preliminary and permanent injunctions preventing the City of Norris, its officers, employees, agents, or anyone working in concert with them from terminating or discontinuing water service to the Church property.

9. Covenant Life Church requests a declaration that the threatened termination of water service at the Church is illegal. Ms. Crumply's letter fails to cite any authority for terminating water service to the Church. The City of Norris Code provides Ms. Crumply with no

such authority. The letter fails to advise Covenant Life Church of any opportunity for a pre-termination hearing. Ms. Crumpley's actions violate Covenant Life's well-established rights under to Due Process Clause of the United States Constitution and Tennessee Constitution.

10. Covenant Life Church requests a declaration that the City of Norris Code is unconstitutional. The Code fails to establish any procedures to resolve disputes concerning a threat to terminate water service.

11. Covenant Life Church requests compensatory and punitive damages against the Defendants.

### **FACTS**

12. Pastor Tony McAfee has been the lead pastor of Covenant Life Church since 1992. At that time the Church was located in Rocky Top, Tennessee, in a small building with about 20 members.

13. Covenant Life's congregation has grown to over 500 members.

14. In 2019, the Church purchased the property at 151 Sycamore Place (the "Church Property") to build a new church building suitable for its growing congregation.

15. Covenant Life's new church building received all permits and approvals required by the City of Norris.

16. At all relevant times, Covenant Life Church has been a customer of the Norris Water Commission.

17. The Norris Water Commission is a public water utility owned and operated by the City of Norris.

18. In June 2023, the Norris City Council reorganized the Norris Water Commission as a department of the City of Norris.

19. The Church Property is zoned P-1 Professional and Civic Zoning District under the Norris Municipal Zoning Ordinance. The P-1 District permits churches, places of worship, and similar institutions by right. The P-1 Zoning District also permits accessory uses by right.

20. In 2021, as part of its evangelical mission, the Church improved its property with 16 overnight parking sites. The Church refers to the overnight parking area as the Solid Rock Retreat.

21. The Solid Rick Retreat is intended to accommodate Church members, missionaries, guests, and those in need of a temporary place to stay, worship, or fellowship. The overnight parking facilities are located adjacent to the Church parking lot and can accommodate recreational vehicles and camping trailers. The Solid Rock Retreat is not operated on a commercial basis. The Church does not charge a rental fee for use of the retreat sites. The Church accepts offerings essential for the maintenance of its facilities on a free-will basis. Maintenance of the Solid Rock Retreat is funded by the Church.

22. The Church operated the Solid Roc Retreat as a mission of the Church. Individuals who utilize the retreat receive prayer and reading of Holy Scripture. They are expected to attend worship services, commune with Church leaders, and participate in other religious programs available on the Church property. The Church offers certain religious programs tailored to the needs of those who use the overnight parking at times when regular congregants are not present at the Church. Missionaries utilize the Solid Rock Retreat to further their ministries and other charitable and religious purposes.

23. On October 21, 2022, City of Norris Attorney, P. Edward Pratt, sent the undersigned a letter asserting that the Church was in violation of the Norris Municipal Zoning Ordinance due to use of the Church Property as an as an “RV Park.” The letter demanded that the Church apply for a rezoning before November 1, 2022.

24. The City of Norris Municipal Zoning Ordinance does not specifically define RV Park as a use, permitted or otherwise.

25. On November 1, 2022, the undersigned attorney responded to Mr. Pratt's letter asserting that all uses of the Church property were permitted under the Norris Zoning Ordinance.

26. In addition to being permitted under the Norris Zoning Ordinance, the Solid Rock Retreat is also permitted as an "organized camp" under the regulations of the Tennessee Department of Health. A copy of the Solid Rock Retreat's Health Permit is attached hereto as **Exhibit B**.

27. The Church has continued to operate the Solid Rock Retreat on a non-commercial basis as an outreach and mission of the Church up to and including the present time.

28. On August 11, 2023, City of Norris Building Inspector, Lisa Crumply, mailed a letter to Pastor McAfee demanding that the Church discontinue use of a water hose connected to a spigot on the Church building to deliver water to individuals occupying the Solid Rock Retreat. *See, **Exhibit A***.

29. Ms. Crumply's letter states that failure to comply with the letter within 7 days would result in water service to the entire Church Property being disconnected and the single water meter serving the Church Property being locked.

30. All the water pipes and fixtures in use at the Church, including the spigot used to deliver water to the Solid Rock Retreat, have been permitted by the City of Norris.

31. All of the water used by the Church is accounted for through a meter approved and monitored by the City of Norris.

32. Covenant Life Church pays its water bill on time each month. The Church has no water bill that is due and unpaid.

33. Ms. Crumply's letter does not cite any law, rule, or regulation authorizing the City of Norris to disconnect the water service to the Church Property.

34. Upon information and belief, no law, rule, or regulation authorizes the Defendants to disconnect water service to the Church Property as stated in Ms. Crumply's letter.

35. Ms. Crumply's letter fails to advise Covenant Life Church of any opportunity to object to the threatened termination of water service to the Church Property.

36. The Norris Municipal Code fails to establish any procedures for resolving objections to the Defendants' threat to terminate water service to the Church Property.

37. Upon information and belief, Ms. Crumply's actions are an illegal, arbitrary, and capricious attempt to enforce her preferred use of the Church Property through coercion.

38. Covenant Life Church has no other just, speedy, or adequate relief.

#### **COUNT I - REQUEST FOR TEMPORARY RESTRAINING ORDER INJUNCTION**

39. Covenant Life incorporates all the forgoing allegations into Count I of this Complaint.

40. Water is necessary for daily living and essential to health, well-being, safety, and sanitation.

41. "Utility service is a necessity of modern life; indeed, the discontinuance of water or heating for even short periods of time may threaten health and safety. *Memphis Light, Gas & Water Div. v. Craft*, 436 U.S. 1, 18, 98 S. Ct. 1554, 1565, 56 L. Ed. 2d 30 (1978).

42. Disconnecting water service to the Church Property would cause irreparable harm to the Church. Terminating water service to the Church Property would render the Church uninhabitable. The Church has regular meetings scheduled in various parts of the church building during the week and regular services each Sunday. The Church will be unable to secure

an adequate alternative location for its scheduled meetings and for its congregation to assemble if water services are terminated on the 7-day notice given by the Defendants. In addition, terminating water service at the Church would render the sprinkler system inoperable and leave the Church susceptible to damage by fire.

43. Disconnecting water service to the Church Property would also irreparably harm the individuals who occupy the Solid Rock Retreat. These individuals are guests of the Church. Some of whom have no other source of potable water and no other place to go. Discontinuing water service to these individuals would constitute a threat to their health and safety.

44. Covenant Life Church has suffered damages due to the Defendants' threat to terminate water services to the Church Property including, but not limited to, disruption of the Church schedule, the expenditure of Church resources and personnel time to investigate and address the Defendants' patently illegal and unconstitutional demands.

45. Pursuant to Tenn. R. Civ. P. 65.03, Plaintiff moves this Court for entry of an *ex parte* temporary restraining order to restrain Defendants, and their agents, servants, employees, and attorneys, and all persons in active concert and participation with them, from disconnecting or otherwise terminating water service to the Covenant Life Church Property.

46. Covenant Life Church requests a permanent injunction restraining order to restrain Defendants, and their agents, servants, employees, and attorneys, and all persons in active concert and participation with them, from disconnecting or otherwise terminating water service to the Covenant Life Church Property.

## **COUNT II – VIOLATION OF DUE PROCESS**

47. Covenant Life incorporates all the forgoing allegations into Count II of this Complaint.

48. 42 U.S.C. § 1983 provides in pertinent part: “Every person who, under color of any statute [or] ordinance..., subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured....”

49. The City of Norris is a “person” acting under color of state law.

50. Lisa Crumpley is a “person” acting under color of state law.

51. Under Tennessee law, Covenant Life Church has a protected property interest in continued water service from the City of Norris.

52. The Defendants’ threat to summarily terminate water service to the Church Property constitutes a violation of Due Process.

53. Covenant Life’s right to be free from termination of water service without Due Process is well established. “The Fourteenth Amendment places procedural constraints on the actions of government that work a deprivation of interests enjoying the stature of ‘property’ within the meaning of the Due Process Clause.” *Memphis Light, Gas and Water Div. v. Craft*, 436 U.S. 1, 9, (1978). Prior to terminating water service, a utility must provide “(i) notice informing the customer not only of the possibility of termination but also of a procedure for challenging a disputed bill...and (ii) an established procedure for resolution of disputes or some specified avenue of relief for customers who “dispute the existence of the liability[.]” *Id.* (cleaned up). “An aggrieved customer may be able to enjoin a wrongful threat to terminate, or to bring a subsequent action for damages or a refund.” *Id.*, citing, *Trigg v. Middle Tennessee Elec. Membership Corp.*, 533 S.W.2d 730, 733 (Tenn. Ct. App. 1975).

54. The Defendants’ conduct has violated and will continue to violate Plaintiff’s civil rights including the right to Due Process.



55. Upon information and belief, Lisa Crumply, was acting on a policy of the City of Norris when she sent her unconstitutional demand to Covenant Life Church.

56. Alternatively, Lisa Crumply, is liable in her individual capacity for sending her unconstitutional demand under the color of law.

57. The City of Norris Municipal Code is unconstitutional in that it fails to establish any procedure for notice, hearing, or resolution of objections prior to termination of water service to customers.

58. Further, and as a direct and proximate result of Defendants' unconstitutional conduct, Plaintiffs have suffered damages.

59. Defendants are therefore liable to Plaintiffs for all damages and financial losses Plaintiffs have incurred, including attorney fees and costs incurred in this action pursuant to 42 U.S.C. § 1988.

### **COUNT III - TENNESSEE CONSTITUTION**

60. Covenant Life incorporates all the forgoing allegations into Count III of this Complaint.

61. The Article I, § 8 of the Tennessee Constitution provides greater protections for due process than the United States Constitution.

62. The City of Norris is a municipal government that is granted limited legislative and administrative authority by the Tennessee Constitution and the Tennessee Code.

63. No law, rule, or valid regulation permits the Defendants to terminate Plaintiff's water service as set out in Ms. Crumply's letter.

64. As alleged herein, Norris' Municipal Code provides no discernible authority that would permit the Defendants to terminate Plaintiff's Water service.

65. The Defendants' conduct constitutes a violation of the Tennessee Constitution.

#### **COUNT IV – DECLARATORY JUDGMENT**

66. Covenant Life incorporates all the forgoing allegations into Count IV of this Complaint.

67. Covenant Life Church requests that the Court declare the Defendants have unlawfully threatened to terminate Plaintiff's water service in violation of the United States Constitution and Tennessee Constitution.

68. Covenant Life Church requests that the Court declare that no law, rule, or regulation authorizes the Defendants to terminate Plaintiff's water service as stated in Lisa Crumpley's August 11, letter.

69. Covenant Life Church requests that this Court declare that the Defendants have no right to terminate water service to the Church property within notice and the opportunity for a prior hearing to resolve the Church's objections.

70. Covenant Life Church requests that the Court declare that the City of Norris Municipal Code is unconstitutional.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs seek the following relief:

71. A declaration that:
  - a. The Defendants have unlawfully threatened to terminate Plaintiff's water service in violation of the United States Constitution and Tennessee Constitution.
  - b. That no law, rule, or regulation authorizes the Defendants to terminate Plaintiff's water service as stated in Lisa Crumpley's August 11, letter.

- c. That the City of Norris Municipal Code is unconstitutional in that it fails to establish procedures for notice, hearing, and resolution of objections to a threat of water service termination.

72. A preliminary and permanent injunction restraining Defendants, and their agents, servants, employees, and attorneys, and all persons in active concert and participation with them, from terminating or otherwise disconnecting water service to the Covenant Life Church property located at 151 Sycamore Place, Clinton, Tennessee 37716 (Parcel ID 031 083.00) (the “Church Property”).

73. Awarding Plaintiffs compensatory damages against Defendant in an amount to be determined at trial but not less than \$75,000, costs, expenses and attorneys’ fees;

74. Awarding Plaintiffs punitive and exemplary damages against Johnstown in amounts to be determined at trial; and

75. Such other and further relief as this Court may deem just and proper.

#### **JURY DEMAND**

Plaintiffs hereby request a trial by jury on all issues so triable.

Respectfully submitted this 17<sup>th</sup> day of August, 2023.



---

Daniel A. Sanders (BPR #027514)  
G. Alan Rawls (BPR #038300)  
LOWE YEAGER & BROWN, PLLC  
900 S. Gay Street, Suite 2102  
Knoxville, Tennessee 37902  
P: (865) 521-6527  
F: (865) 637-0540  
[das@lyblaw.net](mailto:das@lyblaw.net)  
[gar@lyblaw.net](mailto:gar@lyblaw.net)  
*Counsel for the Plaintiff*

### **COST BOND**

Covenant Life International, Inc, as Principal(s), and Lowe Yeager & Brown PLLC, as Surety, are held and firmly bound unto the Clerk and Master of Anderson County Chancery Court for the payment of all costs awarded against the Principal(s). To that end, we bind ourselves, our heirs, executors and administrators.

The Principal(s) is/are commencing legal proceedings in the Chancery Division of the Anderson County Chancery Court. If the Principal(s) shall pay all costs adjudged against them, then this obligation is void. If the Principal(s) fail to pay such costs, then the Surety shall undertake to pay all costs adjudged against the Principal(s). Mandated at T.C.A. § 20-12-120 et seq.

COVENANT LIFE INTERNATIONAL, INC.

BY:



Daniel A. Sanders,  
Counsel for Covenant Life International, Inc.

LOWE YEAGER & BROWN PLLC



Daniel A. Sanders, VP

# VERIFICATION

COUNTY OF KNOX           )  
STATE OF TENNESSEE    )

Daniel A. Sanders, after being duly sworn, states as follows:

I am Daniel Sanders. I am counsel for Covenant Life International, Inc., and authorized to execute this affidavit as agent for the Corporation. I am above the age of majority and competent to verify the foregoing Complaint. The statements contained in this affidavit are based on my personal knowledge. After review of the foregoing, I personally appeared before the undersigned notary public and affirm that the petition is true and correct to the best of my knowledge, information, and belief.

Further affiant saith not.

This 17<sup>th</sup> day of August, 2023.



Daniel A. Sanders

Sworn and subscribed before me, a Notary Public, on this 17<sup>th</sup> day of August, 2023.

  
Notary Public

My commission expires: 4-07-2026







August 10, 2023

Covenant Life International Inc.  
151 Sycamore Place  
Clinton, TN 37716

RE: Water usage at the Solid Rock RV Park

Mr. McAfee,

On June 22, 2023, the Norris Building Inspector conducted a follow-up inspection to confirm the unpermitted water service to the Solid Rock RV Park originating from the Covenant Life Church was discontinued. Based on that inspection, the May 3, 2023 stop work order #1-05032023 was released.

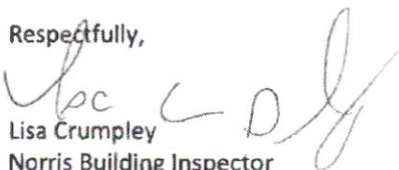
Since that time, the City has become aware of continued water use from the Covenant Life Church to the Solid Rock RV Park. A garden hose has been observed to repetitively serve as an alternative water supply to some residing in the nonconforming/illegal RV Park, perpetuating its nonconforming/illegal use.

The City requires active assurance that Covenant Life Church is not using and will not use or allow use of a temporary garden hose or other devices to circumvent the stop work order released on June 22, 2023.

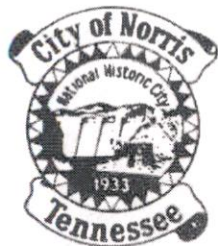
Failure to comply within 7 days will result in metered water services being disconnected and the single water meter serving the property will be locked. Due to the unauthorized installation, alteration, enlargement and/or connection, water services will terminate to the entire property.

If you have any questions or further comments, please contact me through the City Office at (865)494-7645.

Respectfully,

  
Lisa Crumpley  
Norris Building Inspector

Cc: Charles A. Ledford  
Cc: Tony McAfee



**City of Norris**

20 Chestnut Drive • P. O. Box 1090  
Norris, Tennessee 37828

**CERTIFIED MAIL™**



7006 0100 0004 4232 5756

CLINTON, TN 37716

**Retail**



**RDC 99**



37716

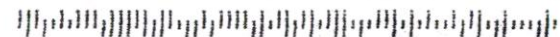
U.S. POSTAGE PAID  
FCM LETTER  
CLINTON, TN 37716  
AUG 11, 2023

**\$8.56**

R2303S102078-10

Covenant Life International, Inc.  
c/o Tony McAfee  
151 Sycamore Place  
Clinton, TN 37716

37716-150051



VOID

VOID



VOID

ATTN: Covenant Life Church  
Solid Rock Retreat  
PO Box 938  
Norris TN 37828



## HEALTH PERMIT

STATE OF TENNESSEE  
DEPARTMENT OF HEALTH  
ANDREW JOHNSON TOWER - 4TH FLOOR  
710 JAMES ROBERTSON PARKWAY  
NASHVILLE, TENNESSEE 37243  
Organized Camp

This Permit Expires  
on 12/31/2023

HE 650316561  
ATTN: Solid Rock Retreat  
Solid Rock Retreat  
151 Sycamore Place, Clinton, TN, USA  
Clinton TN 37716

CAPACITY: 16

COUNTY: Anderson

*Be it known that above operator has made application and paid the sum prescribed  
by law, and is hereby authorized to conduct said business.*

*In Witness Whereof I have affixed my Hand at Nashville, Tennessee*

*Morgan McDonald*

Morgan McDonald, MD, FACP,  
FAAP  
Commissioner  
Department of Health

*Lori LeMaster*

Lori LeMaster  
Director  
Environmental Health